

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Trane contract - annual cost increase for the Judicial Building "Chiller System"

☐ Work Session (Report Only) **DATE OF MEETING:** 8/25/09
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: Trane of Orlando
Effective Date: 10/1/07 Termination Date: 09/30/08
Managing Division / Dept: Construction & Facilities Srvs.
"Facilities Maintenance"

BUDGET IMPACT: \$178.00
☒ Annual **FUNDING SOURCE:** General Fund
☐ Capital **EXPENDITURE ACCOUNT:** 001-100-519-4641
☐ N/A

REQUESTED ACTION: Approve cost increase for payment option in the existing Trane agreement – Section (3) "Renewal pricing adjustment."

HISTORY/FACTS/ISSUES:

Trane of Orlando currently inspects the Judicial Building Chiller System on a monthly basis. The contract renews automatically for successive one (1) year periods until terminated by either party.

Trane has requested a 3% increase that will inflate the cost of HVAC Chiller inspections from the current rate of \$5,949.00 to \$6,127.00. Trane has submitted written documentation stating that option "C & D" of the "Renewal Pricing Adjustment" was used to calculate this cost increase.

A copy of the original agreement is attached along with the justification documentation for the cost increase.

DEPARTMENT RECOMMENDATION: Approve as presented

DEPARTMENT HEAD SIGNATURE _____

DIVISION RECOMMENDATION: Approve as presented

DIVISION DIRECTOR SIGNATURE: _____

COUNTY ADMINISTRATOR RECOMMENDED ACTION:

ACTION TAKEN BY THE BOARD:

DATE: _____



TRANE®

Trane Commercial Systems
Central and North Florida
2301 Lucien Way Suite 430
Maitland, FL 32751
Tel (407) 660-1111
Fax (407) 670-6000 or (407) 660-0303
www.trane.com/orlando

July 8, 2009

Melissa Akins
Construction and Facilities Services
Facilities Maintenance Department
Board of Sumter County Commissioners
316 E. Seminole Ave., Bushnell, FL 33513

RE: Sumter County HVAC Maintenance Agreement Renewal

Dear Melissa:

The anniversary date for your HVAC Maintenance Agreement is October 1, 2009. Due to rising cost, we find it necessary to request an increase in the contract price for the coming year. The contract amount will increase by \$178.00, from \$5,949 to \$6,127 annually. All other provisions of your contract will remain the same.

We sincerely hope that our service over the past years will warrant your continuation with the service contract. Please issue your purchase order for the coming year or sign and return one copy of this letter as your acknowledgement. Please call me if you have any questions or need any additional information.

Sincerely,

Larry Underwood
Account Manager – Existing Building Services
Trane Commercial Systems
Ingersoll Rand
2301 Lucien Way, Ste 430
Maitland, FL 32751
Office: 407-551-1195
Cell: 407-625-0426
Fax: 407-670-6000
larry.underwood@trane.com
www.trane.com

Accepted by: _____

Title: _____

Date: _____

Purchase Order Number: _____

Ingersoll Rand

Trane Terms and Conditions (Service)

The following "Terms and Conditions" are attached to and made a part of the Service Agreement ("Agreement") between the named Customer and Trane. For Services performed in the United States, "Trane" shall mean Trane, a division of American Standard Inc. For Services performed in Canada, "Trane" shall mean Wabco Standard Trane Co., except where the context provides otherwise.

Trane's Services are furnished pursuant to and subject to the following terms and conditions, except for any Services that are the subject of a pre-existing valid written agreement currently in effect between Trane and Customer, in which case such written agreement shall apply.

1. **Acceptance.** A Proposal or Agreement made upon these terms is subject to Customer acceptance in writing delivered to Trane within thirty (30) days from the date hereof. If your order is an acceptance of a written Proposal on a form provided by Trane, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Trane's offer, subject to credit approval, to provide the services solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, Trane shall rely upon your silence as an acceptance of these terms and conditions and any performance will be pursuant hereto. Customer's acceptance of services by Trane will in any event constitute an acceptance by Customer of these terms and conditions.

2. **Term, Renewal, and Cancellation.** The Initial Term of this Agreement shall be as stated in the "Pricing & Acceptance" section hereof. Thereafter, unless earlier terminated, this Agreement shall be automatically renewed for succeeding 12 month terms (each a "Renewal Term"), subject to the Renewal Pricing Adjustment, upon Trane's delivery to Customer of a service renewal letter at least forty-five (45) days in advance of the scheduled expiration date and Customer's failure to notify Trane in writing no later than thirty (30) days prior to the scheduled expiration date that the Agreement shall not be renewed. This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than thirty (30) days prior to the scheduled expiration date; provided, however, that, in the event of a cancellation by Customer, Customer shall pay to Trane the balance of the Service Fee applicable to the then current 12 month period of the Term. The Service Fee is based on performance during regular business hours.

3. **Renewal Pricing Adjustment.** The Service Fee for an impending Renewal Term shall be the Current Service Fee (defined as the Service Fee for the Initial or Renewal Term immediately preceding the impending Renewal Term) adjusted by the following: (a) increase and/or decrease for additions and/or deletions to Scope of Services; (b) 25% of the Current Service Fee shall be adjusted based upon the calendar year change in the U.S. Bureau of Labor Statistics Producer Price Index for selected commodity groupings (Metals and Metal Products); (c) 65% of the Current Service Fee shall be adjusted based upon the change to cost of labor; and (d) 10% of the Service Fee shall be adjusted based upon changes to Trane services overhead costs, which include but are not limited to the cost of fuel, truck leasing, and office-related overhead factors. The Service Fee for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

4. **Payment and Taxes.** Payment is due upon receipt of Trane's invoice. Except as may otherwise be provided in the "Service Fee" section, annual Service Fee amounts shall be paid in advance of performance of the Services. A service charge of 1½% on unpaid balances may be charged by Trane. Without liability to Customer, Trane may discontinue services whenever payment is overdue. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Trane or, alternatively, shall provide Trane with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Trane in attempting to collect amounts due.

5. **Termination.** This Agreement may be terminated by either party upon a material breach by the other party of its obligations hereunder upon fourteen (14) calendar days prior written notice to the breaching party and the failure of the breaching party to cure the breach within such fourteen (14) day period. Notwithstanding any termination, Customer shall remain liable to Trane for any amounts for services provided by Trane and not then paid.

6. **Performance.** Trane shall perform the services described in this Agreement with respect to the listed Equipment with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in the area. Except as otherwise provided in writing in "Scope of Services," Services will be performed during Trane's normal business hours and any after-hours services shall be billed separately according to then prevailing overtime or emergency labor/labour rates. Trane's duty to perform under this Agreement and the Service Fee are subject to the approval of Trane's credit department, are subject to Events of Force Majeure, and contingent upon the ability to procure materials from the usual sources of supply. Upon disapproval of the credit department or upon the occurrence of any such event as aforesaid, Trane may delay or suspend performance or, at its option, renegotiate Service Fees, and/or terms and conditions with the Customer. If Trane and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for services rendered by Trane to the date of cancellation. This Agreement presupposes that all major pieces of equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Equipment being in a maintainable condition. In no event shall Trane have any obligation to replace Equipment that is no longer maintainable. If initial or seasonal start-up is included in the services, or an inspection by Trane prior to

commencement of the services, indicates repairs are required, Trane will provide a shall bill and inure to the quotation for such repairs. If Customer does not authorize such repairs, Trane may remove the unacceptable Equipment from the "Equipment Coverage" or "Scope of Services" sections of this Agreement and adjust the Service Fee accordingly, or at Trane's option, cancel this Agreement. During the Term, Trane may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Trane and in no event shall become a fixture of customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with providing service on Customer equipment. Trane reserves the right to remove such items at its discretion. Trane may refuse to perform any services or work where working conditions could endanger or put at risk the safety of Trane employees or subcontractors.

7. Customer Obligations. Customer shall:

(a) Provide Trane reasonable and safe access to all Equipment;

(b) Follow manufacturer recommended guidelines concerning overhaul and refurbishing of the Equipment; unless expressly stated in the Scope of Services statement, Trane is not performing any manufacturer recommended overhauls or refurbishing of the equipment; Trane shall not be responsible to perform any subsequent repairs to the Equipment necessitated by Customer's failure to follow such manufacturer recommended guidelines;

(c) Reimburse Trane for services, repairs, and/or replacements performed by Trane beyond the "Scope of Services" or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing overtime/holiday rates for labor/labour and prices for materials and may at Trane's option be subject to a separate written agreement prior to its undertaking such work; and

(d) Unless water treatment is expressly included in Trane's Scope of Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Trane.

8. **Exclusions.** Unless expressly included in "Scope of Services" or "Equipment Coverage," the services to be provided by Trane do not include, and Trane shall not be liable for, any of the following:

(a) Any guarantee of room conditions or system performance;

(b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment and interconnecting power wiring; recording or portable instruments, gauges or thermometers; any pipe covering or insulation containing asbestos, or non-maintainable parts of the system, including, but not limited to, unit cabinets, shells, ductwork, electrical wiring, hydronic piping, structural supports, boiler refractory material and shells, storage tanks and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems;

(c) Repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, improper operation, unauthorized alteration of Equipment, accident, negligence of Customer or others, damage due to freezing weather, calamity or malicious act;

(d) Any damage or malfunction resulting from freezing, contamination, corrosion or erosion on the water side of the equipment or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Trane as part of this agreement;

(e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments;

(f) Failure or inadequacy of any structure or foundation supporting or surrounding the Equipment or any portion thereof;

(g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment;

(h) The normal function of starting and stopping the Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the Equipment against damage;

(i) Any responsibility for design or redesign of the system or the Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers;

(j) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement;

(k) Failure of Customer to follow manufacturer recommended guidelines concerning overhaul and refurbishing of the Equipment;

(l) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; and

(m) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Trane.

9. **Warranties.** (a) Trane manufactured material supplied and installed by Trane is warranted to be free from defect in material and manufacture for a period of twelve months from the earlier of the date of start-up or replacement and Trane's obligation under this warranty is limited to repairing or replacing the defective part at its option; (b) labor/labour is warranted (to have been properly performed) for a period of 90 days from completion and Trane's obligation under this warranty is limited to correcting any improperly performed labor/labour; and (c) non-Trane equipment and/or parts are not warranted by Trane and shall have such warranties as are extended to

Trane by the respective manufacturer. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. **THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

10. Indemnity. Trane and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or agents. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. *

11. Limitation of Liability. NOTWITHSTANDING ANY CONTRARY PROVISION, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS, OR PUNITIVE DAMAGES.

12. Asbestos and Hazardous Materials. Trane's services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Trane become aware of or suspect the presence of Hazardous Materials, Trane may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Trane. Trane shall be required to resume performance of the services only when the affected area has been rendered harmless.

13. Insurance. Trane agrees to maintain insurance in the following minimum amounts during the Term: Commercial General Liability -- \$1,000,000 per occurrence; Automobile Liability -- \$1,000,000 CSL; Workers Compensation -- Statutory Limits. If Customer has requested to be named as an additional insured under Trane's insurance policy, Trane will do so but only to the extent of Trane's indemnity assumed under the indemnity provision contained herein. Trane does not waive any rights of subrogation.

14. Force Majeure. If Trane shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Trane's election (i) remain in effect but Trane's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Trane for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Trane. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Trane.

15. Services Other Than Solely Scheduled Service. If Trane's services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Trane being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Trane, unless approved by Trane in writing, may, at Trane's option, terminate Trane's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fee shall be made; and (c) Customer shall (i) promptly notify Trane of any unusual performance of Equipment; (ii) permit only Trane personnel to repair or adjust Equipment and/or controls during the Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

16. General. To the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which work is performed. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. If any part of this Agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. Customer

may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Trane. Subject to the foregoing, this Agreement benefit of the parties hereto and their permitted successors and assigns. Except as provided for Service Fee adjustments, no modifications, additions or changes may be made to this Agreement except in a writing signed by both parties. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Trane reserves the right to change the terms and conditions herein at any time upon written notice to Customer provided at least thirty days prior to the effective date of such changes.

17. Equal Employment Opportunity/Affirmative Action Clause. Trane is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

18. U.S. Government Work. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Trane will have no obligations to Customer unless and until Customer provides Trane with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Trane of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Trane prior to providing any government official any information about Trane's performance of the work that is the subject of this offer or agreement, other than this written offer or agreement.

1-26.130-7 (0507)
Supersedes 1-26.130-7 (0207)

* This provision shall not constitute a waiver of the limits of liability of Sumter County under sovereign immunity.

A.94 MEF
10/1/07 10/23/07

Akins, Melissa

From: Underwood, Larry [Larry.Underwood@trane.com]
Sent: Monday, July 27, 2009 12:27 PM
To: Akins, Melissa
Subject: Maintenance Contract Renewal
Attachments: Renewal Letter HVAC Service ver 7-20 -09 Increase.doc

Hi Melissa:

As we have previously discussed, the anniversary date for your Trane HVAC Maintenance Agreement is October 1, 2009. The contract amount will increase by 3% (\$178.00), from \$5,949 to \$6,127 annually.

The increase in contract amount is due to the "Renewal Pricing Adjustment" clause in our current agreement. The specific areas of the clause where the increase is based deals with the change to cost of labor and changes to Trane services overhead cost including travel and office related overhead factors. These are sections "c" and "d" of the Renewal Pricing paragraph.

Contrary to previous discussions you had with other Trane personnel, Trane does use the Renewal Pricing guidelines in determining any price increases. However, the process is not as simple as performing a calculation. When a contract comes up for renewal, Trane's Service Manager, Contracts Supervisor and Area Service Coordinator evaluate the "Performance" of the current contracts originally estimated overall cost of labor in reference to the current cost it actually takes to perform your maintenance. Some of the other factors evaluated include any increased cost in employee benefits, truck (fuel, maintenance, and leasing cost), as well as any increases in Trane's overall office-related overhead factors. Based upon these factors, the decision is made for any increases in renewals.

We sincerely hope that our service over the past years will warrant your continuation with the service contract.

I have attached a "Renewal Letter" to this email. Please issue your purchase order for the coming year or sign and return one copy of this letter as your acknowledgement. Please call me if you have any questions or need any additional information.

Thank you, Larry

Larry Underwood
Account Manager
Trane Commercial Systems
Ingersoll Rand
2301 Lucien Way, Ste 430
Maitland, FL 32751

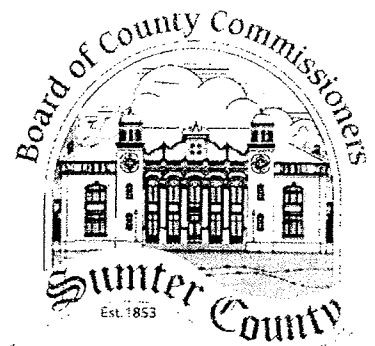
Office: 407-551-1195
Cell: 407-625-0426
Fax: 407-670-6000
larry.underwood@trane.com
www.trane.com

8/10/2009

Board of County Commissioners

Sumter County, Florida

910 N. Main Street, Room 201 • Bushnell, FL 33513-6146 • Phone (352) 793-0200 • FAX: (352) 793-0207
 SunCom: 665-0200 • Website <http://sumtercountyfl.gov>



October 24, 2007

Ms. Marcia King
 Trane
 2301 Lucien Way
 Suite 430
 Maitland, FL 32751

Dear Ms. King:

Enclosed for your records is a fully-executed original of the contract for HVAC Services between Sumter County and Trane that was approved October 23, 2007 by the Board of Sumter County Commissioners.

If there are any questions, please do not hesitate to contact our office.

Very truly yours,

BOARD OF SUMTER COUNTY COMMISSIONERS

GLORIA R. HAYWARD
 CLERK & AUDITOR

By Connie Webb

Connie Webb
 Deputy Clerk

Enclosure

Community Services (w/encl)



Richard "Dick" Hoffman, Dist 1
 Vice Chairman
 (352) 753-1592 or 793-0200
 910 N. Main Street
 Bushnell, FL 33513

Randy Mask, Dist 5
 Office: (352) 793-0200
 Home: (352) 793-3930
 910 N. Main Street
 Bushnell, FL 33513

Doug Gilpin, Dist 2
 (352) 793-0200
 910 N. Main Street
 Bushnell, FL 33513

Bradley S. Arnold,
 County Administrator
 (352) 793-0200
 910 N. Main Street
 Bushnell, FL 33513-6146

Michael E. Francis, Dist 3
 Chairman
 (352) 753-1592 or 793-0200
 910 N. Main Street
 Bushnell, FL 33513

Gloria R. Hayward, Clerk & Auditor
 (352) 793-0215
 209 North Florida Street
 Bushnell, FL 33513

Garry Breeden, Dist 4
 (352) 793-0200
 910 N. Main Street
 Bushnell, FL 33513

Randall N. Thornton
 County Attorney
 (352) 793-4040 P.O. Box 58
 Lake Panasoffkee, FL 33538



TRANE

Building Services



Sumter County Facilities Maintenance

225 E McCollum Ave

Bushnell, FL 33513

David Wilkes



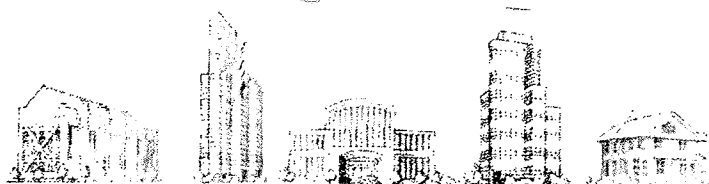
Trane

2301 Lucien Way Suite 430

Maitland, FL 32751

Jason Cardone, Account Executive

September 1, 2007



Trane's goal is to provide reliable, efficient HVAC solutions for your facility. Trane Service will accomplish this by providing knowledgeable, professional technicians to work on your HVAC systems. Our commitment includes:

Assigned Service Team

Your service team will consist of our professional Service Coordinator, Service Technicians, and Account Manager with extensive HVAC experience. Our technicians have a thorough understanding of controls, heating, refrigeration, and airside systems.

Operational System Optimization

Trane Technicians will review operating sequences and practices for the equipment covered by this agreement and advise you of operational improvement opportunities.

Communication

Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Priority Response

Your Sumter County Government facility will receive preferred service status. Priority Emergency Response is available on a 24-hour-per-day basis.

Automated Scheduling System

Trane utilizes a computerized scheduling program to ensure that all services included in this agreement are performed.

Training for Facility Staff

Concurrent with annual start-up, your Trane Technician will instruct your operator how to operate the equipment covered by this agreement.



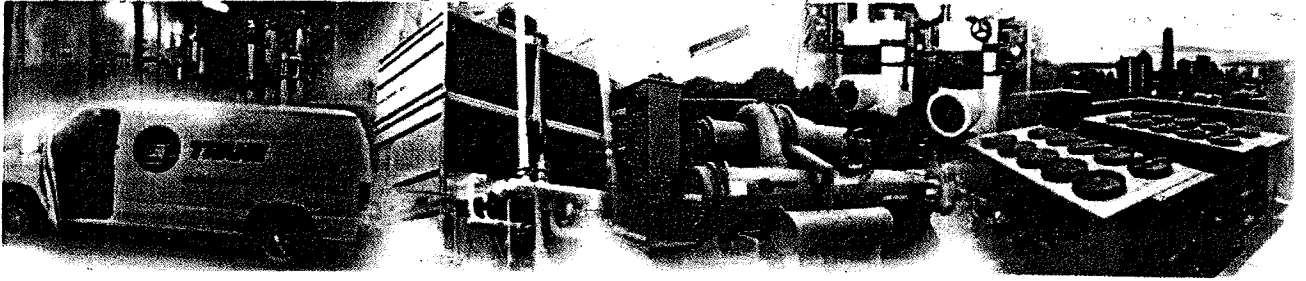
The following is an overview of the scope of Trane's services to be performed on Covered Equipment. Items marked are included in this agreement.

Services Included	Cooling Seasonal Service	Services Included	Heating Seasonal Service
	Seasonal Start-up		Seasonal Start-up
X	Operating Inspections Qty 11		Operating Inspections Qty ____
	System Shutdown and Secure		System Shutdown and Secure
X	Annual Seasonal Maintenance Qty 1		Annual Seasonal Maintenance

Services Included	Labor and Materials for Covered Equipment
X	Scheduled Maintenance Labor
X	Scheduled Maintenance Parts and Materials
	Emergency Repair Parts and Materials
	Emergency Repair Labor: Repairs will be performed on covered equipment during Trane regular business hours
	Overtime Repair Labor for Emergency Failures (outside Trane regular business hours)
	Refrigerant Monitor Inspection. Testing and Calibration once per year
	Refrigerant Replacement 0% of Charge
	Refrigerant Usage Reporting
	Other:

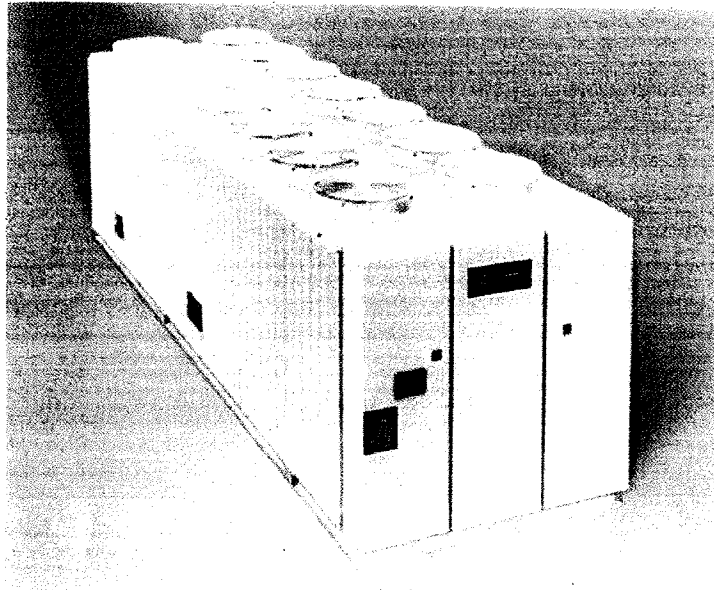
Services Included	Additional Services
	Condenser Tube Cleaning once per year
	Condenser Head (one end) removed by Trane and Visual Tube Inspection
	Condenser Head removed by Owner (removal, replacement, and gaskets by Owner)
	Evaporator Tube Cleaning once performed in Contract Year ____
	Evaporator Head (one end) removed by Trane: Performed in Contract Year ____
	Visual Tube Inspection (Insulation repair by Owner)
	Evaporator Head removed by Owner (removal, replacement, gaskets and insulation repair by Owner)
	Absorber Tube Cleaning once per year
	Absorber Head (one end) removed by Trane and Visual Tube Inspection (Insulation repair by Owner)
	Absorber Head removed by Owner (removal, replacement, gaskets, and insulation repair by Owner)
	Starter Maintenance ≤480 volt ____ volt starter
	Air Filter Changes as required up to Qty ____ changes per year
	Air Filters supplied by Trane (HEPA Filters not included)
	Waste oil removal and proper disposal by Trane
	Drive Belts supplied by Trane
	Other:

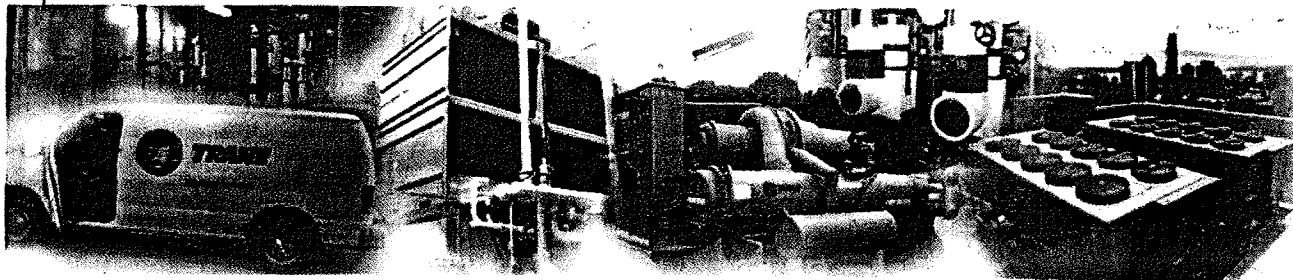
Equipment Coverage



The following "Covered Equipment" will be serviced:

Quantity	Manufacturer	Equipment	Model Number	Serial Number
1	TRANE	130 Ton Air Cooled Chiller	RTAA1304YK01B1D0BH	U96A22133





TRANE AIR COOLED CHILLER COMPREHENSIVE ANNUAL MAINTENANCE RTU-310

1. Report in with the Customer Representative
 2. Record and report abnormal conditions, measurements taken, etc.
 3. Review customer logs with the customer for operational problems and trends.
-
1. General Assembly
 - a. Inspect for leaks and report leak check results.
 - b. Repair minor leaks as required (e.g. valve packing, flare nuts).
 - c. Calculate refrigerant loss rate and report to the customer.
 - d. Check the sheaves and pulleys for wear and alignment.
 - e. Check the belts for tension, wear, cracks, and/or glazing.
 - f. Verify proper damper operation.
 - g. Check mechanical linkages for wear, tightness, and clearances.
 - h. Verify clean condenser and evaporator.
 - i. Verify clean evaporator fan.
 - j. Verify clean air filters.
 - k. Verify the operation of the crankcase oil heater(s), if applicable.
 2. Controls and Safeties
 - a. Verify the operation of the discharge air temperature control device, if applicable.
 - b. Verify the operation of the outside air temperature control device.
 - c. Verify the operation of the mixed air temperature control device.
 - d. Test the operation of the high condenser pressure safety device. Calibrate, if necessary, and record setting.
 - e. Test the operation of the low temperature safety device. Calibrate, if necessary, and record setting.
 - f. Test the operation of the low pressure safety device(s). Calibrate, if necessary, and record setting.
 3. Lubrication
 - a. Lubricate motor bearings, if applicable.
 - b. Lubricate fan bearings.
 - c. Check oil level in the compressor(s), if applicable.

(continued)

4. Motor and Starter
 - a. Clean the starter and cabinet.
 - b. Inspect wiring and connections for tightness and signs of overheating and discoloration.
 - c. Check the contactors for free and smooth operation.
 - d. Meg the compressor motor(s) and record readings.
 - e. Verify the tightness of the compressor motor terminal connections.
 - f. Verify the operation of the crankcase oil heater(s), if applicable.
5. Startup and Checkout Procedure
 - a. Start the unit.
 - b. Verify the starter operation.
 - c. Verify the smooth operation of the compressors and fans.
 - d. Log operating conditions of the unit after the system has stabilized.
 - e. Review operating procedures with operating personnel.
 - f. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

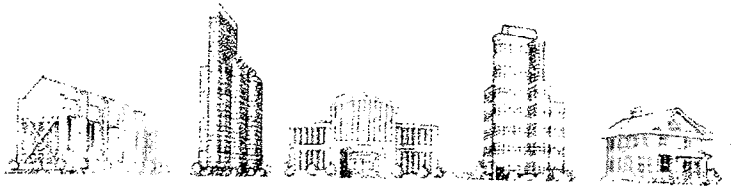
**TRANE AIR COOLED CHILLER
MID-SEASON RUNNING INSPECTION
ROT-330**

1. Start the unit and check the general operation of the unit.
2. Verify the operation of the motor(s) and starter(s).
3. Verify the smooth operation of the compressors and fans.
4. Log operating conditions, temperatures, pressures, voltages, and amperages of the unit after the system has stabilized.
5. Review operating procedures with operating personnel.
8. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.



TRANE

Building Services



Trane Service Agreement

Trane, a division of American Standard Inc., agrees to inspect and maintain the equipment listed under the "Equipment Coverage" section (the "Covered Equipment") hereof according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Service," sections hereof. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

Customer agrees to pay {see pricing matrix below}, to Trane as the fee (the "Service Fee") for the inspection, maintenance and/or repair services described in the Scope of Service section hereof with respect to the Covered Equipment.

HVAC System	Scheduled Maintenance
TOTAL Annual Investment	\$5,720

Term

The initial term of this Service Agreement shall be one (1) year, effective October 1st, 2007 provided that Trane will have no obligation to Customer prior to execution of this Service Agreement in the space provided below by an authorized representative of Trane. Following expiration of the initial term, this Agreement shall renew automatically for successive one (1) year periods until terminated as provided herein.

Thank you for this opportunity to be of service. If you have any questions or need any additional information, I can be reached by calling my office at (407) 660-1111, extension 1163; or by cellular telephone at (321) 436-1724.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions.

SUBMITTED BY: Jason Cardone

Proposal Date: September 1, 2007

Account Executive

CUSTOMER ACCEPTANCE

M E Francis

Authorized Representative

Chairman

Title

OCT 23 2007

Acceptance Date

TRANE, a division of American Standard Inc.

Allen D. Irvine

Authorized Representative

Allen D. Irvine

Title

Manager, Central & North Florida

Signature Date

10/1/07





TRANE®

Trane Commercial Systems
Central and North Florida
2301 Lucien Way Suite 430
Maitland, FL 32751
Tel (407) 660-1111
Fax (407) 670-6000 or (407) 660-0303
www.trane.com/orlando

July 8, 2009

Melissa Akins
Construction and Facilities Services
Facilities Maintenance Department
Board of Sumter County Commissioners
316 E. Seminole Ave., Bushnell, FL 33513

RE: Sumter County HVAC Maintenance Agreement Renewal

Dear Melissa:

The anniversary date for your HVAC Maintenance Agreement is October 1, 2009. Due to rising cost, we find it necessary to request an increase in the contract price for the coming year. The contract amount will increase by \$178.00, from \$5,949 to \$6,127 annually. All other provisions of your contract will remain the same.

We sincerely hope that our service over the past years will warrant your continuation with the service contract. Please issue your purchase order for the coming year or sign and return one copy of this letter as your acknowledgement. Please call me if you have any questions or need any additional information.

Sincerely,

Larry Underwood
Account Manager – Existing Building Services
Trane Commercial Systems
Ingersoll Rand
2301 Lucien Way, Ste 430
Maitland, FL 32751
Office: 407-551-1195
Cell: 407-625-0426
Fax: 407-670-6000
larry.underwood@trane.com
www.trane.com

Accepted by: _____

Title: _____

Date: _____

Purchase Order Number: _____

Ingersoll Rand